# **ATC TOWER** SERVICES, INC.M

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

#### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER							
PURCHASE ORDER NUMBER REVISION PAGE 54318 0 1 of 1							
	urchase Order Num acknowledgements and corresp	, packing lists					
SHIP TO:	6706 N. 9th Avenu Pensacola,FL 325 United States	,					
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States	,					
FED ID #:	030427091						

SUPPLIER NO.	PROJECT #	DATE OF ORDER	BUYER		REVISED DATE/BU	IYER	_
53780	22792	23-APR-04	Maxwell, L				
PAYMENT TERMS Net 30		SHIP METHOD			F.O.B FOB DESTINA	TION	
FREIGHT TERMS		REQUESTOR/DEL Bell, Troy	IVERY		(866) 234-6704		
ITEM PART NUMBE	R/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т
BAYOU LABATR & LINE INSTAL SCOPE OF WO o SHIP TO: Address at top	L PER DRK	23-APR-04				17,500.00	
For questions reg	arding this PO, please c	ontact your Project	Manager		TOTAL	17,500.00	
	duplicated electronicall	y and faxed to the n	umber listed	below			
Supplier Fax#: (319	9) 232-6774				AUTHORIZE	ED SIGNATURE	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
  6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusivenes
- furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

  14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.
- 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHAS	E ORD	ER
PURCHASE ORDER NUMBER 54321	REVISION 2	PAGE 1 of 1
This Purchase Order Num		

order acknowledgements, packing lists, cartons, and correspondence.

SHIP TO:

6706 N. 9th Avenue, Suite B5 Pensacola,FL 32503

United States

BILL TO: PO BOX 724267

Atlanta, GA 31139 United States

				FED ID	#: 03	0427091		
SUPPLI	ER NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	JYER	
5378	0	22791	23-APR-04	Maxwell, L		. 14-OCT-04	Maxwell, L	
PAYMEI Net 3	NT TERMS 0		SHIP METHOD			F.O.B FOB DESTINA	TION	•
FREIGH	IT TERMS		REQUESTOR/DEL Bell, Troy					
ITEM	PART NUMBER/D	ESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	т
1	CHAPEL CHURCH - & LINE INSTALLAT SCOPE OF WORK o SHIP TO: Address at top of p	ION PER	23-APR-04				3,944.15	
For	questions regard	ing this PO, please c	ontact your Project	Manager		TOTAL	3,944.15	_
		plicated electronicall	y and faxed to the n	umber listed	l below			
Supp	lier Fax#: (319) 2	32-6774				AUTHORIZI	ED SIGNATURE	-

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
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- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
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- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Sellor, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Sellor shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
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- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions
- required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

**AUTHORIZED SIGNATURE** 

# **∧**TC TOWER SERVICES, INC.™

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

#### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

Supplier Fax#: (319) 232-6774

## **PURCHASE ORDER** PURCHASE ORDER NUMBER REVISION PAGE 50639 0 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 19951 W. 162nd Street Olathe KS 66062 United States PO BOX 724267 BILL TO: Atlanta, GA 31139 **United States**

SUPPLI	ER NO.	PROJECT#	DATE OF ORDER	/BLIVER		REVISED DATE/BU	IVED	
5378		22680	04-MAR-04	Cole, T		REVISED DATE/BC	HER	
	NT TERMS		SHIP METHOD			F.O.B		
Net 3			O.M. METHOD			FOB DESTINA	TION	
REIGH	T TERMS	· · · · · · · · · · · · · · · · · · ·	REQUESTOR/DEL	IVERY		CONFIRM TO/TELE		
			Westberry, Jam	ies E		(866) 234-6704	1	
ТЕМ	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
	22680 antenna and lines China Wok o SHIP TO: Address at top of page		04-MAR-04				4,550.00	}
	deliver site close out documents as required for work in line 1 o SHIP TO: Address at top of page		04-MAR-04				975.00	Y
	final punch list completion, site acceptance and cleanup o SHIP TO: Address at top of page		04-MAR-04				975.00	Y
For c	uestions regarding	this PO, please c	ontact your Project	Manager		TOTAL	6,500.00	

- ACREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
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15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liberal including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.

- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
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- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision
- of Seller's violation of this provision.

  23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for
- VI, Title 20 of the Code of Federal Regulations.

  27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

employment because of physical or mental handicap; and shall establish an affirmative

action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter



VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

	PURCHAS	EODDI	ED .
	FURCHAS	E OKDI	=17
PURCHAS	SE ORDER NUMBER	REVISION	PAGE
5236	5	1	1 of 1
l	urchase Order Num acknowledgements and corresp	packing lists	
SHIP TO:			
	4540 Old Tampa H Kissimmee,FL 347 United States	•	
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States		
FED ID #:	030427091		

IPPLIER NO.	PROJECT #	DATE OF ORDER	/BUYER		REVISED DATE/BU	JYER
53780	22799	25-MAR-04	Maxwell, L		18-AUG-04	Maxwell, L
YMENT TERMS		SHIP METHOD			F.O.B	
Net 30					FOB DESTINA	
EIGHT TERMS		REQUESTOR/DEL	.IVERY		CONFIRM TO/TELI	
1		Beil, Troy		,	(866) 234-670	+
EM PART NUMBER/DE	SCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED
Claiborne Bch - Remo existing lines, antennas, & mounts 270' and install mounts, (9) antennas lines, ground, terminate, and sweep Install and route jumpers, diplexers or Bias T's inside shelte & sweep o SHIP TO: Address at top of page	@ &	25-MAR-04				3,450.00
For questions regardi	ng this PO, please co	ontact your Project	Manager		TOTAL	3,450.00
nis document was dup	licated electronicall 2-6774	y and faxed to the r	umber listed	below		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.

Order

as changed.

- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged In writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
  6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken, or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

  11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

  14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
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- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
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  27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHAS	E ORDI	ER
PURCHASE ORDER NUMBER	REVISION	PAGE
52634	0	1 of 1
This Purchase Order Num order acknowledgements and corresp	, packing lists	
SHIP TO:		
306 Woodland Dri	ve	
La Place,LA 70068	8	
United States		
BILL TO: PO BOX 724267		
Atlanta .GA 31139	)	

FED ID #:

030427091

United States

		-		FED ID #	. 00	0427091		
SUPPLII 5378		PROJECT # 22840	DATE OF ORDER/			REVISED DATE/BU	YER	
	NT TERMS	22840		Maxwell, L				
Net 3			SHIP METHOD			F.O.B FOB DESTINA	TION	
FREIGH	T TERMS		REQUESTOR/DEL	IVERY		CONFIRM TO/TELE		
			Merritt, Carl			(866) 234-6704		
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т
1	Site prep, grounding and utilities o SHIP TO: Address at top of page		29-MAR-04				13,860.00	Y
2	Tower and euqipment installation o SHIP TO: Address at top of page		29-MAR-04				2,970.00	Y
3	provide close out documents and warranty work as needed o SHIP TO: Address at top of page	,	29-MAR-04				2,970.00	Y
								The state of the s
For	questions regarding	this PO, please co	ontact your Project	Manager		TOTAL	19,800.00	
T1-:	I	_4_4 -1 -1 - 4					•	
	locument was duplic		y and faxed to the n	umber listed	pelow			_
suppl	lier Fax#: (319) 232-	6774				AUTHORIZE	ED SIGNATURE	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.

Order.

- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
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- warranties of future performance for each warranty year.

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- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
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- special damages.

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- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- of Seller's violation of this provision.

  23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

	PURCHAS	E ORDI	ER
PURCHAS	BE ORDER NUMBER	REVISION	PAGE
5281	2	0	1 of 1
	urchase Order Num acknowledgements and corresp	, packing lists	
SHIP TO:			
	306 Woodland Dri La Place,LA 7006 United States		
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States		101 = 1
FED ID #:	030427091		

SUPPLIER	NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	JYER
53780		22842	01-APR-04	Maxwell, L		•	
AYMENT	TERMS		SHIP METHOD			F.O.B	
Net 30						FOB DESTINA	
REIGHT T	ERMS		REQUESTOR/DEL	IVERY		CONFIRM TO/TELE	
<u>-</u>			Merritt, Carl		<del></del>	(866) 234-6704	+
ГЕМ	PART NUMBER/DES	CRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED
٥	Intenna and line installation SHIP TO: Address at top of page		30-MAR-04				7,000.00
				·			
or qu	estions regarding	this PO, please co	ontact your Project	Manager		TOTAL	7,000.00
This dod		cated electronicall	y and faxed to the n	-	below		7,000.0

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- (i) Any goods or parts thereof contected or training in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later. (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
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- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

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- 13. ASSIGNMENT. Neither this Order nor any interest herein nor clalm thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
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- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

# **A**TC TOWER SERVICES, INC.™

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

PURCHASE ORDER					
PURCHASE ORDER NUMBER	REVISION	PAGE			
55437	3	1 of 1			

order acknowledgements, packing lists, cartons,

and correspondence.

SHIP TO:

11312 S. Pipeline Road 2nd Floor Euless,TX 76040 United States

BILL TO:

PO BOX 724267 Atlanta, GA 31139 United States

				FED ID	#: 03	0427091		
SUPPLIER	NO.	PROJECT#	DATE OF ORDER/	BUYER		REVISED DATE/BU	JYER	=
53780 23651  PAYMENT TERMS Net 30			11-MAY-04 Maxwell, L			- 14-SEP-04 Maxwell, L		
			SHIP METHOD			F.O.B FOB DESTINA	TION	
FREIGHT 1	TERMS		REQUESTOR/DEL Rodriguez, Jose			(866) 234-6704		
ITEM	PART NUMBER/DES	SCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	7
	BECHTEL CINGULAR	to the scope, specifications, an R on site 4462 FM740/FM460. T orporated herein by reference a	These documents we	re provided			6,400.00	
For qu	uestions regardin	g this PO, please conta	ct your Project	Manager		TOTAL	6,400.00	
This do	cument was dupl	icated electronically an	d faxed to the n	umber listed	l below			
	er Fax#: (319) 23	_				ALITHOPIZ	ED SIGNATURE	-
_ <u> </u>	5 u.x (0.0) 201	, 1 1				AUTHORIZ	010117110116	

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- TIME. Time is of the essence of this Order.
   ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
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15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.

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- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER						
PURCHAS	E ORDER NUMBER	REVISION	PAGE			
5377	6	1	1 of 1			
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.						
SHIP TO:						
6706 N. 9th Avenue, Suite B5 Pensacola,FL 32503 United States						
BILL TO: PO BOX 724267 Atlanta ,GA 31139 United States						
FED ID #:	030427091					

	IER NO.	PROJECT#	DATE OF ORDER			REVISED DATE/BU			
5378		22793	16-APR-04	Maxwell, L		. 21-SEP-04	Maxwell, L		
PAYMENT TERMS Net 30 FREIGHT TERMS			SHIP METHOD	SHIP METHOD			F.O.B FOB DESTINATION		
			REQUESTOR/DEL Bell, Troy	IVERY		(866) 234-6704			
ITEM	PART NUMBER	/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т	
1	FOWL RIVER - RE EXISTING LINES ANTENNAS & MI 300' AND INSTAI MOUNTS, 9 ANT LINES, GROUND TERMINATE & S INSTALL & ROU' JUMPERS, DIPLI BIAS T'S INSIDE AND SWEEP o SHIP TO: Address at top of	OUNTS @ LL ENNAS & ), WEEP; TE EXERS OF SHELTER	15-APR-04				14,400.00	\ \	
For	For questions regarding this PO, please contact your Project Manager						14,400.00	<u></u>	
This	document was o	luplicated electronicall	y and faxed to the r	umber listed	below				
	lier Fax#: (319)		-			AUTHORIZ	ED SIGNATURE	-	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
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- Tower, Inc., or affiliates in any advertising or promotional literature.

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- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

**AUTHORIZED SIGNATURE** 

# **TC TOWER** SERVICES, INC.™

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

Supplier Fax#: (319) 232-6774

PURCHASE ORDER								
PURCHASE ORDER NUMBER REVISION PAGE								
5063	7	3	1 of 1					
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.								
SHIP TO:								
19951 W. 162nd Street Olathe,KS 66062 United States								
BILL TO:	PO BOX 724267							
	Atlanta ,GA 31139 United States							
FED ID #:	030427091							

PROJECT#	DATE OF ORDER			REVISED DATE/BU	
21785		Cole, T			
	SHIP METHOD		F.O.B FOB DESTINATION		
FREIGHT TERMS REQUESTOR/DELIVERY Westberry, James E				(866) 234-6704	
R/DESCRIPTION	DELIVERY DATE			UNIT PRICE	EXTENDED
c is of page	04-MAR-04				195.00
	ontact your Project				
	is of page	REQUESTOR/DEL Westberry, Jam  DELIVERY DATE  04-MAR-04  of page	SHIP METHOD  REQUESTOR/DELIVERY Westberry, James E  PUBLIVERY DATE  QUANTITY  O4-MAR-04  of page	SHIP METHOD  REQUESTOR/DELIVERY Westberry, James E  PLEIVERY DATE  QUANTITY  UOM  04-MAR-04  of page	SHIP METHOD  REQUESTOR/DELIVERY Westberry, James E  ROB DESTINA CONFIRM TO/TELE (866) 234-670 (866) 234-670 (866) 234-670 (867) 234-670 (867) 234-670 (868)

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not

in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.

12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or
- special damages.

  18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with
- the performance hereof according to ATC's direction.

  22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER						
PURCHASE ORDER NUMBER	REVISION	PAGE				
54855	0	1 of 1				
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.						
SHIP TO:						
306 Woodland Drive La Place,LA 70068 United States						
BILL TO: PO BOX 724267						
Atlanta ,GA 3113						
Officed States						
FED ID #: 030427091						

SUPPLIER NO.		ECT#	DATE OF ORDER				REVISED DATE/BU	YER	
53780		768	03-MAY-04	Maxwell,	L				
PAYMENT TERMS Net 30	30				F.O.B FOB DESTINATION				
FREIGHT TERMS			REQUESTOR/DE Merritt, Carl	LIVERY		*	(866) 234-6704		
ITEM PART	NUMBER/DESCRIPTIO	N	DELIVERY DATE	QUA	NTITY	UOM	UNIT PRICE	EXTENDED	т
1 Antenna installa o SHIP Addre	tion		29-APR-04					9,000.00	Y
For questio	ns regarding this P	O, please contact	t your Project	Manag	er		TOTAL	9,000.00	
	nt was duplicated e	lectronically and	faxed to the r	number	listed	below	<del></del>		_
upplier rax	#: (319) 232-6774						AUTHORIZE	ED SIGNATURE	

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- TIME. Time is of the essence of this Order.
   ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
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- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
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### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER							
риксная 5263	SE ORDER NUMBER  5	REVISION 0	PAGE 1 of 1				
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.							
SHIP TO:							
306 Woodland Drive La Place,LA 70068 United States							
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States						
FED ID #:	030427091						

SUPPLIE	R NO.	PROJECT#				REVISED DATE/BU	YER
53780	)	22847	30-MAR-04	Maxwell, L			
	AYMENT TERMS SHIP METHOD					F.O.B	TION
	Net 30					FOB DESTINA	
REIGHT	TERMS		REQUESTOR/DEL Merritt, Carl	IVERY		(866) 234-6704	
			DELIVERY		T	(/	
TEM	PART NUMBER/DE	ESCRIPTION	DATE	QUANTITY	иом	UNIT PRICE	EXTENDED
	antenna and line installation o SHIP TO: Address at top of pa	age	29-MAR-04				6,000.00
					megri information of the control of		
					Transport of the Control of the Cont		
For questions regarding this PO, please contact your Project Manager					TOTAL	6,000.00	
This document was duplicated electronically and faxed to the number listed below							
uppli	ier Fax#: (319) 2:	32-6//4				AUTHORIZ	ED SIGNATURE

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
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- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Noither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

  14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officors, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
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- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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and valid governmental rules, regulations, requirements, provisions and conditions

required by law to be included in this order, which are expressly incorporated herein.

- 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER						
PURCHAS	E ORDER NUMBER	REVISION	PAGE			
5027	1	0	1 of 1			
	urchase Order Num acknowledgements, and corresp	packing lists				
SHIP TO:						
4540 Old Tampa Highway Kissimmee,FL 34746 United States						
BILL TO:	PO BOX 724267					
	Atlanta ,GA 31139 United States					
FED ID #:	030427091					

SUPPLI		PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	YER		
5378		22186	27-FEB-04	Cole, T		•			
PAYME Net 3	NT TERMS 30		SHIP METHOD			F.O.B FOB DESTINATION			
FREIGH	REIGHT TERMS REQUESTOR/DELIVERY Whitney, Roman					CONFIRM TO/TELE (866) 234-6704	PHONE		
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т	
1	Wesley Chapel T114 - Provide only labor to install (3) lines, swap out antennas, pre- sweep, final sweep, terminate and ground o SHIP TO: Address at top of page		27-FEB-04				5,000.00		
For questions regarding this PO, please contact your Project Manager						TOTAL	5,000.00		
This document was duplicated electronically and faxed to the number listed below Supplier Fax#: (319) 232-6774					AUTHORIZE	ED SIGNATURE	_		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seiler and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.

  (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order as changed.
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- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
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  22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- of Seller's violation of this provision.

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- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



#### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

PURCHASE ORDER									
PURCHASE ORDER NUMBER REVISION PAGE									
49841	1	<b>1</b> of 1							
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.									
SHIP TO:	P - 1								
4540 Old Tampa I Kissimmee.FL 347									
United States									
BILL TO: PO BOX 724267 Atlanta ,GA 31139 United States									

FED ID #: 030427091

SUPPLIER NO.		PROJECT#	DATE OF ORDER	/BUYER		REVISED DATE/B	JYER	
53780		22160	20-FEB-04				Pratt, P	
PAYMENT TERMS			SHIP METHOD			F.O.B		
Net 30						FOB DESTINA		
FREIGHT TERMS			REQUESTOR/DEL Newlin, Jerry	.iVERY		(866) 234-670		
ITEM PART	NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	
labor o (3) line antenn sweep ground o SHIP			20-FEB-04				1,200.00	
For questio	ns regarding	this PO, please co	ontact your Project	Manager		TOTAL	1,200.00	L
This docume	nt was duplic	ated electronicall	y and faxed to the r	umber listed	below			_
	#: (319) 232-					AUTHORIZ	ED SIGNATURE	-

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
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- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
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FED ID #:

**AUTHORIZED SIGNATURE** 

# **TC TOWER** SERVICES, INC.™

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

Supplier Fax#: (319) 232-6774

PURCHASE ORDER							
PURCHAS	SE ORDER NUMBER	REVISION	PAGE				
4984	0	1	1 of 1				
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SHIP TO:							
4540 Old Tampa Highway Kissimmee,FL 34746 United States							
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States	<del></del>					

030427091

COURSE IN THE					0427091		
SUPPLIER NO. 53780	PROJECT #		DATE OF ORDER/BUYER			JYER	
PAYMENT TERMS	22163	20-FEB-04	Pratt, P		. 09-SEP-04	Pratt, P	
Net 30		SHIP METHOD			F.O.B FOB DESTINA	TION	
FREIGHT TERMS		REQUESTOR/DEL	JVERY		CONFIRM TO/TELI		
		Newlin, Jerry			(866) 234-670		
TELL DADTAIL	INDED (DECODING)	DELIVERY		T			T
ITEM PART NU	MBER/DESCRIPTION	DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	T
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- 1, AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
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  6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
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- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
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## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHAS	E ORD	ER
purchase order number 53334	REVISION 2	PAGE 1 of 1
This Purchase Order Num order acknowledgements and corresp	, packing list	

SHIP TO:

6706 N. 9th Avenue, Suite B5 Pensacola,FL 32503

United States

BILL TO:

PO BOX 724267 Atlanta, GA 31139

FED ID #:

030427091

United States

SUPPLIE	R NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	YER	
53780		22794 09-APR-04 Pratt, P					Pratt, P	
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	Net 30 REIGHT TERMS					FOB DESTINA		
FREIGHI	IERMS		REQUESTOR/DEL Bell, Troy	IVERY		(866) 234-6704		
ITEM	PART NUMBER/	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
	MAUVILLA - REMO EXISTING LINES, ANTENNAS & MO 270' AND INSTAL MOUNTS, 9 ANT GROUND, TERMI SWEEP. INSTAL JUMPERS, DIPLE BIAS T'S INSIDE: & SWEEP o SHIP TO: Address at top of	DUNTS @ L & LINES, INATE & L & ROUTE EXERS OR SHELTER	08-APR-04				5,174.55	
For questions regarding this PO, please contact your Project Manager						TOTAL	5,174.55	
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	ier Fax#: (319)	<del>-</del>	-			AUTHORIZ	ED SIGNATURE	-

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VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

### **PURCHASE ORDER PURCHASE ORDER NUMBER** REVISION PAGE 53781 1 of 1 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 6706 N. 9th Avenue, Suite B5 Pensacola FL 32503 United States BILL TO: PO BOX 724267 Atlanta, GA 31139 United States FED ID #: 030427091

SUPPLIE	ER NO.					REVISED DATE/BI	JYER
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		REQUESTOR/DEL Bell, Troy	.IVERY		(866) 234-670		
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For	questions regard	ling this PO, please c	ontact your Project	Manager		TOTAL	2,500.00
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- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

  27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



#### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

## **PURCHASE ORDER** PURCHASE ORDER NUMBER REVISION PAGE 50640 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence.

SHIP TO:

19951 W. 162nd Street Olathe,KS 66062 **United States** 

BILL TO: PO BOX 724267

Atlanta ,GA 31139 **United States** 

020427004

FED ID #: 03						0427091					
SUPPLI		PROJECT #	DATE OF ORDER	BUYER		***************************************	REVISED DATE/BU	IYER			
53780 21735			04-MAR-04	04-MAR-04 Cole, T							
PAYMENT TERMS Net 30 FREIGHT TERMS TEM DART NUMBER/DESCRIPTION		SHIP METHOD				F.O.B FOB DESTINA	TION				
		REQUESTOR/DEL Westberry, Jam				(866) 234-6704					
TEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUAN <sup>-</sup>	TITY	UOM	UNIT PRICE	EXTENDED	Т		
1	21735 antenna and lines Temple Church o SHIP TO: Address at top of page		04-MAR-04					5,950.00	Y		
2	21735 deliver site close out documents as required for work in line 1 o SHIP TO: Address at top of page		04-MAR-04					1,275.00	Y		
3	21735 final punch list completion, site acceptance and cleanup o SHIP TO: Address at top of page		04-MAR-04					1,275.00	Y		
For	questions regarding	this PO, please co	ontact your Project	Manager			TOTAL	8,500.00			
Thin d	laaumant waa dualia	atad alaatusutustus	e and favority the								
	locument was duplic		y and taxed to the n	umper li	sted b	elow			_		
Suppl	lier Fax#: (319) 232-6	0//4				İ	AUTHORIZE	D SIGNATURE			

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable

quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.

12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.

  15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with
- the performance hereof according to ATC's direction.

  22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



## VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

	PURCHAS	E ORDI	ER
PURCHAS	E ORDER NUMBER	REVISION	PAGE
56183	3	3	1 of 1
	urchase Order Num cknowledgements and corresp	, packing lists	
SHIP TO:			
	11312 S. Pipeline	Road	
	2nd Floor Euless,TX 76040		
	United States		
BILL TO:	PO BOX 724267		
	Atlanta ,GA 31139 United States	,	
	oor oldroo		
FED ID#:	030427091		

SUPPLIE		PROJECT # 23649	DATE OF ORDER/	BUYER		REVISED DATE/BU	IYER	
53780			. 14-SEP-04	Maxwell, L				
	IT TERMS		SHIP METHOD			F.O.B FOB DESTINA	TION	
Net 30 REIGHT TERMS			REQUESTOR/DEL	VEDV		CONFIRM TO/TELE		
-KEIGH	ITERIVIS		Rodriguez, Jose			(866) 234-6704		
T	· · · · · · · · · · · · · · · · · · ·		DELIVERY		Ţ			Т
ITEM	PART NUMBER/D	ESCRIPTION	DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
1	BECHTEL CINGUL	rm to the scope, specifications, a AR on site 5250 FM1275/FM187 ncorporated herein by reference	8. These documents	were provided			4,797.00	
For	questions regard	ing this PO, please cont	act your Project	Manager		TOTAL	4,797.00	1
					_			
		plicated electronically a	nd faxed to the n	umber listed	below			
Suppl	lier Fax#: (319) 2	32-6774				AUTHORIZ	ED SIGNATURE	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.

  6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
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- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
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- as changed.
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- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
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- Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter

of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive

VI, Title 20 of the Code of Federal Regulations.

27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.



ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

PURCHAS	SE ORDER NUMBER	REVISION	PAGE
5323	3	0	1 of 1
	urchase Order Num acknowledgements and corresp	packing lists	
HIP TO:			
	19951 W. 162nd S Olathe,KS 66062	Street	
	United States		
ILL TO:	PO BOX 724267		
	Atlanta ,GA 31139 United States	l	
ED ID #:	030427091		

SUPPLI		PROJECT#	DATE OF ORDER			REVISED DATE/BU	YER	_	
5378		21765	08-APR-04	Pratt, P					
PAYMEI Net 3	NT TERMS		SHIP METHOD			F.O.B	TION		
			0501150700/551			FOB DESTINATION  CONFIRM TO/TELEPHONE			
FREIGHT TERMS			REQUESTOR/DELIVERY Westberry, James E						
					T	(866) 234-6704			
ITEM	PART NUMBER/DES	CRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	-	
1	1-21765 civil and electric Nordyne o SHIP TO: Address at top of pag	e	08-APR-04		7		9,170.00	,	
2	2- final punch list completion, sit acceptance and cleant o SHIP TO: Address at top of page		08-APR-04				1,965.00	***************************************	
3	3-deliver site close out documents for work required in line 1 o SHIP TO: Address at top of page		08-APR-04				1,965.00		
For	questions regardin	g this PO, please c	ontact your Project	Manager		TOTAL	13,100.00		
his c	locument was dupl	icated electronicall	y and faxed to the n	umber listed	below				
aau	lier Fax#: (319) 232	2-6774				AUTHORIZE	D SIGNATURE	-	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
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- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

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- for similar items to Seller's most favored customers.

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- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature. 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
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- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
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- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
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ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

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- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance. 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
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15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless

Page 40 of 48

- ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any sult, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
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ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

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BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States		
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SUPPLI	ER NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	YER	_
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	locument was duplic		y and faxed to the n	umber listed	below	AUTHORIZE	ED SIGNATURE	-

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
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**AUTHORIZED SIGNATURE** 

# **∧**TC TOWER SERVICES, INC.™

**ATC Construction Services** 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

Supplier Fax#: (319) 232-6774

	PURCHAS	E ORDI	ER
	E ORDER NUMBER	REVISION	PAGE
5263	2	0	1 of 1
	urchase Order Num acknowledgements and corresp	packing lists	
HIP TO:			
	306 Woodland Dri La Place,LA 70068 United States	. •	
ILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States		
ED ID#:	030427091		

SUPPL	IER NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	IYER			
5378	30	22770	30-MAR-04	30-MAR-04 Maxwell, L						
PAYME Net	NT TERMS 30		SHIP METHOD	SHIP METHOD  REQUESTOR/DELIVERY Merritt, Carl			F.O.B FOB DESTINATION CONFIRM TO/TELEPHONE (866) 234-6704			
FREIGH	IT TERMS		REQUESTOR/DEL Merritt, Carl							
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т		
1	Civil, Site Prep/ fencing, Grounding, Utilities o SHIP TO: Address at top of page		29-MAR-04				17,500.00	Υ		
2	Tower and Equipment INstallation o SHIP TO: Address at top of page		29-MAR-04				3,750.00	Y		
3	provide close out documentation and warranty work as needed o SHIP TO: Address at top of page	d	29-MAR-04				3,750.00	Y		
For	questions regarding	this PO, please c	ontact your Project	Manager		TOTAL	25,000.00			

This document was duplicated electronically and faxed to the number listed below

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
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- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
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- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

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- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless
- otherwise designated in this Order.

  19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with
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  22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seiler's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
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**AUTHORIZED SIGNATURE** 

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### VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 **United States** 

Supplier Fax#: (319) 232-6774

	PURCHAS	E ORDI	ER
purchas 5448	SE ORDER NUMBER	REVISION	PAGE 1 of 1
	urchase Order Num acknowledgements, and corresp	packing lists	
SHIP TO:			
	306 Woodland Driv La Place,LA 70068 United States		
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States		

SUPPLIER NO.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	YER	
53780	23211	27-APR-04	Maxwell, L				
PAYMENT TERMS	SHIP METHOD F.O.B			SHIP METHOD F.O.B			
Net 30				FOB DESTINATION			
FREIGHT TERMS		REQUESTOR/DEL Huddleston, Ric			(866) 234-6704		
TEM PART NUMBER	N/DESCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	
tower modifications o SHIP TO: Address at top o		27-APR-04				10,155.00	
For questions rega	rding this PO, please co	ontact your Project	Manager		TOTAL	10,155.00	

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- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
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	PURCHAS	E ORD	ER
PURCHAS	SE ORDER NUMBER	REVISION	PAGE
5431	6	1	1 of 1
	urchase Order Num acknowledgements and corresp	, packing list	
HIP TO:			
	6706 N. 9th Avenu Pensacola,FL 325 United States		
ILL TO:	PO BOX 724267		
	Atlanta ,GA 31139 United States	l	
ED ID #:	030427091		

53780 AYMENT TERMS	23061	1 00 4 00 04					
ATIVIENT TERMS			Maxwell, L		. 27-SEP-04	Maxwell, L	
Net 30		SHIP METHOD			F.O.B FOB DESTINA	TION	
REIGHT TERMS		REQUESTOR/DEL	IVERY		CONFIRM TO/TELE		
- REIGHT TERMS		Bell, Troy			(866) 234-6704		
EM PART NUMBER	/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
UWF HOSPITAL - TURN KEY INSTA CONSISTING OF ELECTRICAL, GF SLAB EXTENSIO WORK o SHIP TO: Address at top of	ALLATION : ROUNDING, NN, AND A&L	23-APR-04				5,023.34	
For questions regar	ding this PO, please co	ontact your Project I	Manager		TOTAL	5,023.34	

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- as changed.

Order.

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  14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
  19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.